

**TC-4-0411-039-13845**

**CITY OF HOUSTON**

**FINANCE & ADMINISTRATION DEPARTMENT**

**STRATEGIC PURCHASING DIVISION**

**ALTERNATIVE TRANSPORTATION SERVICES FOR AMBULATORY &  
WHEELCHAIR BOUND CLIENTS**

**FOR THE**

**CITY OF HOUSTON**

**REQUEST FOR PROPOSAL**

**NOTICE OF  
REQUEST FOR PROPOSAL FOR**

**ALTERNATIVE TRANSPORTATION SERVICES FOR AMBULATORY AND WHEELCHAIR  
BOUND CLIENTS**

**TC-4-0411-039-13845**

**THE CITY OF HOUSTON**

The City of Houston Finance & Administration Department invites prospective contractors to submit a written proposal for Alternative Transportation Services for Ambulatory and Wheelchair Bound Clients for the City of Houston. Proposals are solicited for this service for the City of Houston in accordance with the terms, conditions and instructions as set forth in this Request for Proposal (RFP).

- This Proposal is available on the Internet from: [www.houstonpurchasing.org](http://www.houstonpurchasing.org)

In the event you do not have download capability, the RFP document may be obtained from the Finance & Administration Department, Strategic Purchasing Division, Basement Level, Room B121A, City Hall, 901 Bagby, Houston, Texas 77002.

The City of Houston, Texas will receive proposals at the City Secretary's Office, City Hall Annex, Public Level, 900 Bagby, Houston, Texas 77002 until **Friday, September 26, 2003 at 2:00 P.M.** No proposals will be accepted after the stated deadline.

Questions concerning the Proposal should be submitted to, Strategic Purchasing, Room B403, City Hall, 901 Bagby, Houston, Texas 77002, Attn: Teresa Clark, phone: (713) 247-1741, fax: (713) 247-1438, [teresa.clark@cityofhouston.net](mailto:teresa.clark@cityofhouston.net) no later than 5:00 P.M., Friday, September 5, 2003.

There will be a **Pre-Proposal Conference on Thursday, September 11, 2003 at 9:00 a.m.** in the Strategic Purchasing Division, Conference Room No. 1, located at 900 Bagby, City Hall Annex, Tunnel Level, Houston, Texas.

All proposals will be required to comply with City Council Ordinance No. 78-1538, passed August 9, 1978, relating to Equal Employment Opportunity Contract Compliance. The City reserves the right to reject any or all proposals or to accept any proposal or portion of a proposal deemed to be in the City's best interest.

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Calvin D. Wells  
City Purchasing Agent

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Date

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**EXHIBITS:**

- EXHIBIT I: Not used
- EXHIBIT II: List of Previously Installed Systems/List of Subcontractors/Submittal Form
- EXHIBIT III: Not used
- EXHIBIT IV: Insurance Requirements
- EXHIBIT V: City of Houston Fair Campaign Ordinance Contract Requirements
- EXHIBIT VI: Drug Detection and Deterrence Procedures for Contractors
- EXHIBIT VII: Anti-Collusion Statement
- EXHIBIT VIII: Affidavit of Ownership or Control

## **SECTION I. GENERAL INSTRUCTIONS**

### **Submittal Procedure**

Six (6) copies of the proposal, including one (1) original, signed in ink, are to be submitted in a sealed enveloped bearing the assigned Control Number located on the first page of the RFP document to:

City Secretary's Office  
City Hall Annex  
900 Bagby  
Houston, Texas 77002

Mailing: Office of the City Secretary  
P.O. Box 1562  
Houston, Texas 77251

The deadline for the submittal of the proposal is no later than **Friday, September 26, 2003 at 2:00 p.m.** Failure to submit the require number of copies as stated above may be subject for disqualification form the proposal process.

Respondents may elect to either mail, or personally deliver, their proposals to the City Secretary's Office.

The City of Houston shall bear no responsibility for submitting responses on behalf of any Proposer. Respondents may submit their proposal to the City Secretary's Office any time prior to the above stated deadline.

### **Proposal Format**

The Proposal should be typewritten and the original signed in ink. It should not be submitted in elaborate or expensive binders. Legibility, clarity and completeness are important and essential.

The proposal must be signed by individual(s) legally authorized to bind the Proposer(s) and must contain a statement that the proposal and the prices contained therein shall remain firm for a period of one hundred-eighty (180) days after receipt of best and final offer.

### **Pre-Proposal Conference**

A Pre-Proposal Conference will be held **Thursday, September 11, 2003 at 9:00 a.m.** in the Strategic Purchasing Division Conference Room No. 1, City Hall Annex, located at 900 Bagby, Tunnel Level, City Hall, Houston, Texas. Interested Proposers should plan to attend. It will be assumed that potential Proposers attending this conference have reviewed the RFP in detail and are prepared to bring up any substantive questions, which have not already been addressed by the City.

### **Additional Information and Specifications Changes**

Requests for additional information and questions should be addressed to the Finance & Administration Department, Strategic Purchasing Division, Teresa Clark, (713) 247-1741 fax: (713) 247-1438, [teresa.clark@cityofhouston.net](mailto:teresa.clark@cityofhouston.net) no later than Friday, September 5, 2003 at 5:00 p.m. local time. The City of Houston shall provide written response to all questions received in writing on or before the written question submittal deadline. Questions received from all respondents shall be answered and sent to all respondents who are listed as having obtained Request for Proposals. Proposers shall be notified in writing of any changes to the specifications contained in this Request for Proposal.

## **Addenda & Modifications**

All addenda, amendments, and interpretations of this solicitation shall be in writing. Any amendment or interpretation that is not in writing shall not legally bind the City of Houston. Only information supplied by the City of Houston in writing or in this RFP should be used in preparing proposal responses. *All contacts that a Proposer may have had before or after receipt of this RFP with any individuals, employees, or representatives of the City and any information that may have been read in any news media or seen or heard in any communication facility regarding this RFP should be disregarded in preparing responses.*

The City does not assume responsibility for the receipt of any addendum sent to Proposers.

## **Examination of Documents And Requirements**

Each Proposer shall carefully examine all RFP documents and thoroughly familiarize itself with all requirements prior to submitting a proposal to ensure that the proposal meets the intent of its RFP.

Before submitting a proposal, each Proposer shall be responsible for making all investigations and examinations that are necessary to ascertain conditions and requirements affecting the requirements of this RFP. Failure to make such investigations and examinations shall not relieve the Proposer from obligation to comply, in every detail, with all provisions and requirements of the Request for Proposal.

## **Post-Proposal Discussions With Proposers**

It is the City's intent to commence final negotiation with the Proposers deemed most advantageous to the City. The City reserves the right, however, to conduct post-proposal discussion with any Proposers who have a realistic possibility of contract award including requests for additional information and requests for "Best and Final" offers.

## **Terms, Conditions, Limitations and Exceptions**

1. This RFP does not commit the City of Houston to award a contract, issue a Purchase Order, or to pay any costs incurred in the preparation of a proposal in response to this request.
2. *The proposals will become part of the City's official files without any obligation on the City's part. All Responses shall be held confidential from all parties other than the City until after the contract is awarded. Afterward, the proposals shall be available to the public.*
3. The City of Houston shall not be held accountable if material from responses is obtained without the written consent of the proposer by parties other than the City, at any time during the proposal evaluation process.
4. In the event a Proposer submits trade secret information to the City, the information must be clearly labeled as a "Trade Secret". The City will maintain the confidentiality of such trade secret to the extent provided by law.
5. The Proposer shall not offer any gratuities, favors, or anything of monetary value to any official or employee of the City of Houston (including any and all members of proposal evaluation committees) for the purpose of influencing consideration of a proposal.
6. Proposer(s) shall not collude in any manner, or engage in any practices, with any other Proposer(s), which may restrict or eliminate competition or otherwise restrict trade. This is not intended to preclude subcontracts and joint ventures for the purposes of: a) responding to this RFP, or b) establishing a project team with the required experience and/or capability to provide the goods or services specified herein. Conversely, the City can combine or consolidate proposals, or portions thereof, for the purposes mentioned above.

7. All proposals submitted must be the original work product of the Proposer. The copying or paraphrasing of the work product of another Proposer is not permitted.
8. The RFP and the related responses of the selected Proposer will by reference (within either a Contract or Purchase Order) become part of any formal agreement between the selected Proposer and the City. The City and the selected Proposer may negotiate a contract or contracts for submission to City Council for consideration and approval. *In the event an agreement cannot be reached with the selected Proposer, the City reserves the right to select an alternative Proposer. The city reserves the right to negotiate with contractor the exact terms and conditions of the contract.*
9. Proposers, its authorized representatives, and its agents are responsible for obtaining, and will be deemed to have, full knowledge of the conditions, requirements, and specifications of the Request for Proposal at the time a proposal is submitted to the City.
10. *The initial term of the contract will be three (3) years, with two (2) 1-year options to renew for a 5-year term. The contract will be self-renewing unless terminated by the City Purchasing Agent. This is flexible to accommodate different financial models presented. It is our intent to be as flexible as possible thereby maximizing the creative abilities of each Proposer.*
11. Clerical support and reproduction of documentation costs shall be the responsibility of the contractor. If required, such support and costs shall be defined in the contract negotiated.
12. Contractor personnel essential to the continuity and successful and timely completion of the project should be available for the duration of the project unless substitutions are approved in writing by the City Project Director.
13. The Contractor will be expected to adhere to all standard contractual requirements of the City which will include, but are not limited to, provisions for: Time Extensions, Appropriation of Available Funds, Approvals, Term and Termination, Independent Contractor, Business Structure and Assignments, Subcontractors, Parties in Interest, Non-waiver, Applicable Laws, Notices, Use of Work Products, Equal Employment Opportunity, Force Majeure, and Inspections and Audits.
14. The City may terminate its performance under a contract in the event of a default by the Contractor and a failure to cure such default after receiving notice of default from the City. Default may result from the Contractor's failure to perform under the terms of the contract or from the Contractor becoming insolvent, having a substantial portion of its assets assessed for the benefit of creditors, or having a receiver or trustee appointed.
15. Contractor must promptly report to the City Project Director any conditions, transactions, situation, or circumstances encountered by the Contractor, which would impede or impair the proper and timely performance of the contract.
16. *The City of Houston has sole discretion and reserves the right to cancel this RFP or to reject any or all proposals received prior to contract award.*
17. *The City reserves the right to waive any formalities canceling this RFP, or to reject any or all proposals or any part thereof.*
18. *The City reserves the right to request clarification of any proposal after all proposals have been received.*
19. The City reserves the right to select elements from different individual proposals and to combine and consolidate them in any way that best serves the City's interest. The City reserves the right to reduce the scope of the project and evaluate only the remaining elements from all proposals. The City reserves the right to reject specific elements contained in all proposals and to complete the evaluation process based only on the remaining items.

20. *Proposers must furnish a "Certificate of Vote" signed by their Chief Executive officers or managing partners, which lists the specific officers who are authorized to execute agreements on behalf of the company.*
21. *The selected Proposer must furnish a "Certificate of Registration" which authorizes them to conduct business in the State of Texas prior to the awarding of the contract. Such Registration is obtained from the Texas Secretary of State's Office, which will also provide the certification thereof.*
22. After contract execution, the Proposer is the prime and responsible party for contracting and communicating the work to be performed to subcontractors and for channeling other information between the City and subcontractors. Any subcontracting must be specified in the proposal. Any subcontracting not specified in the proposal will need prior express approval from Municipal Courts Administration.
23. Prime Contractor assumes total responsibility for the quality and quantity of all work performed, whether it is undertaken by the Prime Contractor or is subcontracted to another organization.
24. If subcontractor involvement is required in the use of license, patent, or proprietary process, the Prime Contractor is responsible for obtaining written authorization from the subcontractor to use the process or providing another process comparable to that which is required and which is acceptable to the City, all at no additional cost or liability to the City.

### **Interpreting Specifications**

The specifications and product references contained herein are intended to be descriptive rather than restrictive. The City is soliciting proposals to provide a complete product and service package, which meets its overall requirements. Specific equipment and system references may be included in this RFP for guidance, but they are not intended to preclude Proposers from recommending alternative solutions offering comparable or better performance or value to the City. Unless specifically stated otherwise with regard to a specific item of equipment, it should be assumed that the City requires all equipment proposed for this project to be supported by a manufacturer's warranty, which is equal to or better than the prevailing standard in the industry.

Changes in the specifications, terms and conditions of this RFP will be made in writing by the City prior to the proposal due date. Results of informal meetings or discussions between a potential Proposer and a City of Houston official or employee may not be used as a basis for deviations from the requirements contained in this RFP.

### **City of Houston Fair Campaign Ordinance**

The City of Houston Fair Campaign Ordinance makes it unlawful for a contractor to offer any contribution to a candidate for City elective office. For purposes of this ordinance a contract is defined as any contract for goods or services having a value in excess of \$30,000 or more, regardless of the way by which it was solicited or awarded. Exhibit V of this RFP describes the contract and documentation requirements relating to this ordinance.

### **Drug Detection and Deterrence Procedures for Contractors**

It is the policy of the City to achieve a drug-free workforce and to provide a workplace that is free from the use of illegal drugs and alcohol. It is also the policy of the City that the manufacture, distribution, dispensation, possession, sale or use of illegal drugs or alcohol by contractors while on City premises is prohibited. Accordingly, effective September 1, 1994, and pursuant to the Mayor's Executive Order 1-31, as a condition to the award of any contract for labor or services, a successful Proposer must certify to its compliance with this policy. EXHIBIT VI contains the standard language, which will be used in each contract for labor or services, as well as the Executive Order 1-31 disclosure and compliance forms (Attachments A, B and C). The forms must be completed and returned prior to award.



## **Project Administration**

Overall project administration shall be provided by David Persse at 713-865-4155. Questions regarding the scope of the project, technical specifications, proposed applications, etc. may be addressed to the Project Managers at the pre-proposal conference.

## **Schedule**

Listed below are important dates and times by which actions related to this Request for Proposal (RFP) should be completed.

### **EVENT**

Date of issue of the RFP  
Questions from Vendors due to City  
Pre-Proposal Conference  
Proposals due from vendors  
Notification of intent to award (*Estimated*)  
Council Agenda Date (Tentative)  
Contract start date (*Estimated*)

### **DATE**

August 29, 2003  
September 5, 2003  
September 11, 2003  
September 26, 2003  
October 2003  
November 2003  
December 2003

## SECTION II. SCOPE OF SERVICES

The City of Houston is seeking proposals for alternative transportation from qualified, experienced service providers.

The purpose of this specification is to establish a pilot contract for one year that will provide alternative transportation to ambulatory and wheelchair bound clients who are requesting transportation to an emergency facility but are not in need of emergency transportation by the department.

The pilot will be limited to areas of the City of Houston as described: South of Westheimer Road and West of Loop 610 and South Belt Oak (at the Loop 610's southern end) extending westward until Highway 6.

The contractor shall open for business to receive the first call for alternative transportation at 0700 hours and shall remain open to receive the last call through 2400 hours, 7 days a week.

At the end of the contract period, the department will conduct a complete contract and performance review to determine whether or not the City will expand the service area.

### **Equipment Requirements**

The contractor and the department shall agree on the total number of vehicles required to adequately support this contract.

Minimum requirements for a transport vehicle would include an ambulance or a multi-passenger van with wheelchair capability including a hydraulic lift, and capability to secure said wheelchair.

All service vehicles shall be kept clean and have functioning HVAC and safety systems and be appropriately maintained to ensure timely delivery of this service.

Contractor shall provide each vehicle with telecommunication equipment to include a mobile cell phone with a vehicle charger and hands-free mounting.

Each vehicle shall be minimally equipped with the following medical equipment and supplies:

Automated External Defibrillator (AED)	
D-cylinder oxygen bottle with a flow meter regulator	
Adult non-rebreather oxygen masks, nasal cannulae, and bag-valve mask	
Padded Board Splint or Foam-type Rapid Splint	Flashlight
Disinfectant/Detergent	Protective Eyewear
Protective Masks	Protective Gowns
Portable Suction with Tubing	Red Bio-Hazard Bag
Waste Container	Flares
Blanket	Gloves
4x4 Sterile Gauze	Adhesive Tape
Roller Gauze	Fire Extinguisher Mounted and Tagged
Sterile Saline or Water	Bandage Shears

Each vehicle shall be staffed by a Texas Department of Public Safety licensed driver with minimum TDH certification of Emergency Care Attendant with documented training in AED operation. Contractor shall show proof of training upon request by the department.

Contractor personnel will be uniformed, maintain a neat and properly groomed appearance, conduct themselves in a professional manner and display a picture identification badge with name and EMS certification.

Contractor shall comply with all the requirements and procedures set forth in the Mayor's Drug Abuse Detection and Deterrence Procedures for Contractors, Executive Order No. 1-31 ("Executive Order"), which is on file in the City Secretary's Office.

### **Response/Transport Requirements**

Contractor shall transport the clients to hospital emergency departments only.

Upon receipt of a call from HFD Dispatch, the alternative transport vehicle will pick up the client at the designated pick-up location.

Response time is defined as the time from HFD Dispatch phone call to arrival at the designated pick-up location. Response time shall be 15 minutes or less 90% of the time. If the contractor's driver encounters delay in the process of responding to a HFD Dispatch call, the driver shall immediately call HFD Dispatch and shall advise HFD Dispatch of the delay and the estimated arrival at the pick-up location.

If a medical emergency occurs while the driver is in the process of transporting a client, the driver shall immediately call 911. The driver will then render any immediate medical care necessary until the arrival of the EMS Unit.

### **Medical Direction**

Any employee of the transport service who possesses education to allow them to treat a client with advanced medical attention (i.e. Paramedic) shall be governed by the Houston Fire Department medical treatment protocols.

### **Vehicle Availability**

Contractor shall maintain 90% of its fleet in operational condition at all times. Contractor shall show proof to the City of its capability in complying with this requirement.

### **Information Management and Reporting**

Contractor shall maintain automated records of patient's information must be in accordance with applicable Federal, State and local laws and regulations and be able to provide reports as requested showing the following information including but not limited to:

- Patient's Name
- Patient's Address
- Patient's Pick-up Location and Time
- Patient's Drop-off Location and Time
- Corresponding HFD Incident Number

### **Contract Management**

Contractor shall provide a full time Contract Administrator who will serve as a single point of contact for the department in any matter relating to this contract. This employee must have a minimum of three years experience in managing and providing the services required by the contract.

### **Compensation**

The City shall pay the successful contractor for the cost of providing alternative transportation.

Responses to this RFP shall include proposed billing rates.

**Contract Definitions:**

As used in the Agreement, the following terms have the meanings set out below:

“Agreement” means this contract between the Parties, including all exhibits and any written amendments authorized by City Council and Contractor.

“Citation” is defined as a parking offense as specified by State law.

“City” is defined in the preamble of this Agreement and includes its successors and assigns.

“City Purchasing Agent” is defined as the person or duly authorized successor, authorized in writing to act for the City. The term includes, except as otherwise provided in this Contract, the authorized representative of the City Purchasing Agent acting within the limits of delegated authority.

“Contractor” is defined in the preamble of this Agreement and includes its successors and assigns.

“Countersignature Date” means the date shown as the date countersigned on the signature page of this Agreement.

“Department” means Houston Fire Department.

“Director” means the Houston Fire Chief or the City Purchasing Agent for the City, or the person he or she designates.

“Governing Body” means the Mayor and City Council of the City of Houston.

“Holiday” means any day that has been designated as such by the City Council.

“Notice to Proceed” means a written communication from the City Purchasing Agent to Contractor instructing Contractor to begin performance.

“Parties” means all the entities set out in the Preamble who are bound by this agreement.

### **SECTION III. PROPOSAL OUTLINE AND CONTENT**

To simplify the review process and to obtain the maximum degree of comparability, the proposal must follow the outline as set forth below and, at a minimum, contain the information as requested. Proposers are encouraged to include additional relevant information. Proposals should provide a straightforward, concise description of the Proposer's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness, clarity of content, and conveyance of the information requested by the City.

#### **Title Page**

The title page should include the RFP subject and RFP number, the name and address of the Proposer and the date of the proposal.

#### **Letter of Transmittal**

The original copy of the proposal must be organized into the following response item sections:

1. Cover letter addressed to the City Purchasing Agent that states the Proposer's understanding of the services to be provided. Include any additional information believed necessary that is not requested elsewhere in the RFP.
2. The names, titles, addresses, and telephone numbers of the individuals who are authorized to make representations on behalf of the Proposer.
3. A description of the methodology to be used to include, but not limited to, commitment of adequate appropriate resources.
4. Proposer's specific expertise in areas pertinent to the project to include a listing and brief description of similar projects completed and a list of references by name, address, and telephone number for each project listed.
5. The Proposer must assure the City that he/she will to the best of her/his knowledge, information and belief, be cognizant of, comply with, and enforce, where applicable and to the extent required, all applicable federal or state statutes and local ordinances.
6. Disclosure of any obligations posing a potential conflict of interest, including service on City boards and/or commissions and any current contracts with the City of Houston. This would apply to the Proposer as well as consultants subcontracted by the Proposer.
7. Any material which the proponent wishes to submit and which is not specifically requested in the above categories. If the proposal includes any comment over and above the specific information requested in the RFP, it is to be included as a separate appendix to the proposal.
8. A statement that the person signing the transmittal letter is authorized to legally bind the Proposer; that the proposal and the total fixed price contained therein shall remain firm for a period of one hundred-eighty (180) days after receipt of the best and final offer and that the proposal will comply with the requirements and arrangements in Section I of this RFP.

NOTE: PROPOSAL MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE PROPOSER, WHICH MUST BE THE ACTUAL LEGAL ENTITY THAT WILL PERFORM THE CONTRACT IF AWARDED.

#### **Financial Statement**

Please submit your company's most recent financial statement.

## **Contents**

The contents should be identified by section, description, and page number.

**The following must be included in your proposal to be considered for award.**

Proposer shall provide a list of their operational fleet including an equipment list for each ambulance or multi-passenger van with wheelchair capabilities including a hydraulic lift that will be utilized under this pilot program.

Proposer shall include certifications and training of contractor personnel.

## **Cost Proposal**

Vendors must complete and include in their response the Cost Proposal provided below.

## **Proposer's Experience**

Each Proposer must submit a list of five (5) customer references in order to receive award consideration, the proposer must be able to demonstrate that they are currently providing or have had at least one contract, as a prime contractor, providing medical transportation services for ambulatory & wheelchair bound clients that is similar in size and scope to this contract. The reference(s) should be included in the space provided below. Please attach another piece of paper if necessary. If references are not include with the bid, the bidder shall be required to provide such references to the City of Houston within five-working days from receipt of a written request from the City of Houston to do so. **Bidders' capability and experience shall be a factor is determining best proposal for the City.**

Reference listing should include the mailing address, email address, telephone numbers and the name of individuals to contact. Contractor shall have acceptable experience in successfully providing medical transportation. The City shall be the sole judge as to what is acceptable experience.

## **Recommendations/Exceptions**

If your organization takes exceptions to the equipment and/or services requested in this RFP, please state specifically within your proposal your objection. If you feel the technical specifications are slanted toward one (1) particular vendor or service provider, please state in writing your concerns. If you feel that another firm has been given any type of an advantage in responding to this RFP, please notify the City of Houston, Finance and Administration Department, Strategic Purchasing Division, Attn: Teresa Clark (713) 247-1741, Fax (713) 247-1438, [teresa.clark@cityofhouston.net](mailto:teresa.clark@cityofhouston.net) 901 Bagby, Houston, Texas 77002.

## **Invoicing**

The City of Houston is a single entity for accounting, billing, and discounting. Any invoices accompanied by detailed supplements and other back up documents are to be submitted to:

City of Houston Fire Department  
Accounts Payable Section, Finance & Administration Division  
1205 Dart  
Houston, Texas 77002

The City of Houston requires timely and accurate accounting and billing information.

## **Indemnity and Release**

### **A. RELEASE**

CONTRACTOR AGREES TO AND SHALL RELEASE THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS IS CAUSED BY THE CITY'S SOLE OR CONCURRENT NEGLIGENCE AND/OR THE CITY'S STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY.

### **B. INDEMNIFICATION**

CONTRACTOR AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY:

1. CONTRACTOR'S AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY IN NUMBERED PARAGRAPHS 1-3, "CONTRACTOR") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;
2. THE CITY'S AND CONTRACTOR'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT; AND
3. THE CITY'S AND CONTRACTOR'S ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT.

CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS DURING THE TERM OF THIS AGREEMENT AND FOR FOUR YEARS AFTER THE AGREEMENT TERMINATES. CONTRACTOR'S INDEMNIFICATION IS LIMITED TO \$500,000 PER OCCURRENCE. CONTRACTOR SHALL NOT INDEMNIFY THE CITY FOR THE CITY'S SOLE NEGLIGENCE.

### **C. INDEMNIFICATION**

CONTRACTOR SHALL REQUIRE ALL OF ITS SUBCONTRACTORS (AND THEIR SUBCONTRACTORS) TO RELEASE AND INDEMNIFY THE CITY TO THE SAME EXTENT AND IN SUBSTANTIALLY THE SAME FORM AS ITS RELEASE AND INDEMNITY TO THE CITY.

## **Indemnification Procedures**

### **1. Notice of Claims:**

If the City or Contractor receives notice of any claim or circumstances, which could give, rise to an indemnified loss, the receiving party shall give written notice to the other party within 10 days. The notice must include the following:

- A. a description of the indemnification event in reasonable detail,
- B. the basis on which indemnification may be due, and
- C. the anticipated amount of the indemnified loss.

This notice does not stop or prevent the City from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If the City does not provide this notice within the 10 days period, it does not waive any right to indemnification except to the extent that Contractor is prejudiced, suffer loss, or incurs expense because of the delay.

2. Defense of Claims:

- A. Assumption of Defense: Contractor may assume the defense of the claim at its own expense with counsel chosen by it that is reasonable satisfactory to the City. Contractor shall then control the defense and any negotiations to settle the claim. Within 10 days after receiving written notice of the indemnification request, Contractor must advise the City as to whether or not it will defend the claim. If Contractor does; not assume the defense, the City shall assume and control the defense, and all defense expenses constitute an indemnification loss.
- B. Continued Participation:  
If Contractor elects to defend the claim, the City may retain separate counsel to participate in (but not control) the defense and to participate in (but not control) any settlement negotiations. Contractor may settle the claim without the consent or agreement of the City, unless it (i) would result in injunctive relief or other equitable remedies or otherwise require the City to comply with restrictions or limitations that adversely affect the City, (ii) would require the City to pay amounts that Contractor does not fund in full, (iii) would not result in the City's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

**Insurance Requirements**

The Contractor shall obtain and maintain in effect during the term of this agreement, insurance coverage as set forth below and shall furnish certificates of insurance showing the City as an additional insured, in duplicate form, prior to the beginning of the Contract. The City shall be named as an additional insured on all such policies except Professional Liability and Workers' Compensation and shall be primary to any other insurance. **The issuer of any policy shall have a Certificate of Authority to transact insurance business in the State of Texas or have a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition of Best's Key Rating Guide, Property-Casualty United States.**

**Insurance**

The Contractor shall obtain and maintain in effect during the term of this agreement, insurance coverage as set forth below and shall furnish certificates of insurance showing the City as an additional insured, in duplicate form, prior to the beginning of the Contract. The City shall be named as an additional insured on all such policies except Professional Liability and Workers' Compensation and shall be primary to any other insurance. The issuer of any policy shall have a certificate of authority to transact insurance business in the State of Texas or have a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition of Best's Key Rating Guide, Property-Casualty United States.

Comprehensive General Liability including Contractual Liability and Automobile Liability insurance shall be in at least the following amounts:

1. Commercial General Liability Insurance including Contractual Liability:
  - ❖ \$500,000 per occurrence;
  - ❖ \$1,000,000 aggregate, (defense costs excluded from face value of the policy)
2. Workers' Compensation including Broad Form All States Endorsement:
  - ❖ Amount shall be statutory amount.
  - ❖ **Employer's Liability cannot be used as a substitute for Workers' Compensation**
3. Automobile Liability (See Note Below):
  - ❖ \$1,000,000 Combined Single Limit per occurrence
4. Employer's Liability
  - Bodily injury by accident \$100,000 (each accident)



Bodily injury by disease \$100,000 (policy limit)  
Bodily injury by disease \$100,000 (each employee)

5. Cargo Insurance - \$100,00

**I will double check with Jo Wiginton on the insurance requirements.**

Automobile liability insurance for autos furnished or used in the course of performance of this Contract including Owned, Non-owned and Hired Auto coverage (Any Auto coverage may be substituted for Owned, Non-owned and Hired Auto coverage.) If no autos are owned by the Contractor, coverage may be limited to Non-owned and Hired Autos. If Owned Auto coverage cannot be purchased by Contractor, Scheduled Auto coverage may be substituted for Owned Auto coverage. EACH AUTO USED IN PERFORMANCE OF THIS CONTRACT MUST BE COVERED IN THE LIMITS SPECIFIED.

All of the insurance required to be carried by the Contractor hereunder shall be by policies which shall require on their face, or by endorsement, that the insurance carrier waives any rights of subrogation against the City, and that it shall give thirty (30) days written notice to the City before they may be cancelled or materially changed. Within such thirty (30) day period Contractor covenants that it will provide other suitable policies in lieu of those about to be cancelled or materially changed so as to maintain in effect the coverage required under the provisions hereof. Failure or refusal of the Contractor to obtain and keep in force the above required insurance coverage shall authorize the City, at its option, to terminate this Contract at once.

If any part of the work is sublet, similar insurance shall be provided by or in behalf of the Subcontractor to cover their operations, and the Contractor shall furnish evidence of such insurance, satisfactory to the City. In the event a Subcontractor is unable to furnish insurance in the limits required under the Contract, the Contractor shall endorse the Subcontractor as an Additional Insured on his policies excluding Workers' Compensation and Employer's Liability.

(See Insurance Requirements Exhibit for a sample insurance certificate format).

**Only unaltered original insurance certificates endorsed by the underwriter are acceptable. Photocopies are unacceptable.**

Contractor shall maintain in effect certain insurance coverage, which is described as follows:

2. Form of Policies: The Director may approve the form of the insurance policies, but nothing the Director does or fails to do relieves Contractor from its duties to provide the required coverage under this Agreement. The Director's actions or in-actions do not waive the City's right under this Agreement.
3. Issuers of Policies: The issuer of any policy shall have a Certificate of Authority to transact insurance business in Texas or have a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition Best's Key Rating Guide, Property-Casualty United States.
4. Insured Parties: Each policy, except those for Workers Compensation, Employer's Liability, and Professional Liability, must name the City (and its officers, agents, and employees) as Additional Insured parties on the original policy and all renewals or replacements.
5. Deductibles: Contractor shall be responsible for and bear any claims or losses to the extent of any deductible amounts and waives any claim it may have for the same against the City, its officers, agents, or employees.
6. Cancellation: Each policy must state that it may not be canceled, materially modified, or non-renewed unless the insurance company gives the Director 30 days' advance written notice. Contractor shall give written notice to the Director within five days of the date on which total claims

by any party against Contractor reduce the aggregate amount of coverage below the amounts required by this Agreement. In the alternative, the policy may contain an endorsement establishing a policy aggregate for the particular project or location subject to this Agreement.

7. Subrogation: Each policy must contain an endorsement to the effect that the issuer waives any claim or right of subrogation to recover against the City, its officers, agents, or employees.
8. Endorsement of Primary Insurance: Each policy, except Worker's Compensation and Professional Liability (if any), must contain an endorsement that the policy is primary to any other insurance available to the Additional Insured with respect to claims arising under this Agreement.
9. Liability for Premium: Contractor shall pay all insurance premiums, and the City shall not be obligated to pay any premiums.
10. Subcontractors: Contractor shall require all subcontractors to carry insurance naming the City as an additional insured and meeting all of the above requirements except amount. The amount must be commensurate with the amount of the subcontract, but in no case less than \$500,000 per occurrence. Contractor shall provide copies of insurance certificates to the Director.
10. Proof of Insurance
  - A. On the Effective Date and at any time during the Term of this Agreement, Contractor shall furnish the Director with Certificates of Insurance, along with an Affidavit from Contractor confirming that the Certificates accurately reflect the insurance coverage maintained. If requested in writing by the Director, Contractor shall furnish the City with certified copies of Contractor's actual insurance policies.
  - B. Contractor shall continuously and without interruption, maintain in force the required insurance coverages specified in this Section. If Contractor does not comply with this requirement, the Director, at his or her sole discretion, may
    1. immediately suspend Contractor from any further performance under this Agreement and begin procedures to terminate for default, or
    2. purchase the required insurance with City funds and deduct the cost of the premiums from amounts due to Contractor under this Agreement.
  - C. The City shall never waive or be stopped to assert its right to terminate this Agreement because of its acts or omissions regarding its review of insurance documents.
12. Other Insurance: If requested by the Director, Contractor shall furnish adequate evidence of Social Security and Unemployment Compensation Insurance, to the extent applicable to Contractor's operations under this Agreement.

### **Contractor Performance Language**

Contractor should make citizen satisfaction a priority in providing services under this Contract. Contractor's employees should be trained to be customer-service oriented and to positively and politely interact with citizens when performing contract services. Contractor's employees should be clean, courteous, efficient and neat in appearance at all times and committed to offering the highest degree of service to the public. If, in the Director's determination, the Contractor is not interacting in a positive and polite manner with citizens, the Contractor shall take all remedial steps to conform to the standards set by this Contract and is subject to termination for breach of contract.

### **Inspections and Audits**

City representatives may have the right to perform, or have performed, (1) audits of Contractor's books and records, and (2) inspections of all places where work is undertaken in connection with this Agreement. Contractor shall keep its books and records available for this purpose for at least three (3) years after this Agreement terminates. This provision does not affect the applicable statute of limitations.

## **SECTION IV. EVALUATION AND SELECTION PROCESS**

### **Evaluation Process**

The evaluation committee will arrive at a short list of respondents and these short listed respondents may be scheduled for a structured oral presentation and interview. Such presentations will be at no cost to the City of Houston. At the end of the oral presentation and interview, the evaluation of the short listed respondents will be completed. The oral interview may be recorded and/or videotaped.

### **Selection Process**

The award of this contract(s) will be made to the respondent(s) offering the response which best meets the needs of the City. The City may make investigations, as it deems necessary, to determine the capabilities of the Proposer to create, modify and implement the required application modules. The Proposer shall furnish to the City such data as the City may request for this purpose. The City reserves the right to reject any offer if the evidence submitted by or the investigation of the Proposer fails to satisfy the City that the Proposer is properly qualified to provide the services contemplated. Each respondent will be evaluated on the basis of the following evaluation criteria that are listed in order of importance below:

- 1) Vendor qualifications and experience in providing ambulance or medical services including required licensing. (includes how many years in business, staffing, references, required licenses). (20%)
- 2) Vendor personnel qualifications and experience including certification and training (includes quality of company's staff, their background, years of experience, certification and training). (20%)
- 3) Vendor capability to meet equipment requirements (includes existing fleet of vehicles, whether these vehicles contain the minimum equipment listed in the RFP and financial capability to replace damaged vehicles and equipment as necessary).(20%)
- 4) Vendor capability to meet vehicle availability, (includes vendor meeting 90% of vehicle availability, maintenance program and who the contractor is). (15%)
- 5) Vendor capability to provide automated patient information (how accomplishes this, automated system and if so what kind). (10%)
- 6) Billing rates (10%)
- 7) Financial Strength (5%)

**EXHIBIT I**

**NOT USED**

## **EXHIBIT II**

### **LIST OF PREVIOUS CUSTOMERS/LIST OF SUBCONTRACTORS/SUBMITTAL FORMS**

## **LIST OF PREVIOUS CUSTOMERS:**

Each Proposer must submit a list of five (5) customer references in order to receive award consideration.

1. Name: \_\_\_\_\_ Phone No.: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contract Award Date: \_\_\_\_\_ Contract Completion Date: \_\_\_\_\_  
Contract Name/Title: \_\_\_\_\_  
System Description: \_\_\_\_\_  
\_\_\_\_\_
2. Name: \_\_\_\_\_ Phone No.: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contract Award Date: \_\_\_\_\_ Contract Completion Date: \_\_\_\_\_  
Contract Name/Title: \_\_\_\_\_  
System Description: \_\_\_\_\_  
\_\_\_\_\_
3. Name: \_\_\_\_\_ Phone No.: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contract Award Date: \_\_\_\_\_ Contract Completion Date: \_\_\_\_\_  
Contract Name/Title: \_\_\_\_\_  
System Description: \_\_\_\_\_  
\_\_\_\_\_
4. Name: \_\_\_\_\_ Phone No.: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contract Award Date: \_\_\_\_\_ Contract Completion Date: \_\_\_\_\_  
Contract Name/Title: \_\_\_\_\_  
System Description: \_\_\_\_\_  
\_\_\_\_\_
5. Name: \_\_\_\_\_ Phone No.: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contract Award Date: \_\_\_\_\_ Contract Completion Date: \_\_\_\_\_  
Contract Name/Title: \_\_\_\_\_  
System Description: \_\_\_\_\_  
\_\_\_\_\_

## LIST OF SUBCONTRACTORS

The following is a list of subcontractors we propose to engage on the following items of Work. Any item of Work which does not designate a subcontractor will be done by the firm submitting the Proposal.

[illegible]

# **SUBMITTAL FORM**

**NOTE: PROPOSAL MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE PROPOSER, WHICH MUST BE THE ACTUAL LEGAL ENTITY THAT WILL PERFORM THE CONTRACT IF AWARDED.**

The undersigned, as Proposer, certifies that the only person or parties interested in this proposal as principals are those named herein; that the Proposer has not, either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the award of this contract.

Respectfully Submitted:

\_\_\_\_\_  
(print or type name of Contractor – full company name)

By: \_\_\_\_\_  
(signature of authorized officer or agent)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Attest/Witness: \_\_\_\_\_  
(signature)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Address of Contractor: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone No. of Contractor: (\_\_\_\_\_) \_\_\_\_\_

\_\_\_\_\_  
(signature, name and title of Affiant)

\_\_\_\_\_  
Notary Public in and for

\_\_\_\_\_ County, Texas

My Commission Expires: \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_



**EXHIBIT III**

**NOT USED**

## EXHIBIT IV

### INSURANCE REQUIREMENTS FOR SERVICE CONTRACTS

To comply with the terms and conditions for insurance in a City of Houston Service Contract, the Contractor's Insurance Certificate must be prepared as follows and shall meet the requirements set forth on page 12 hereof and in Section C hereof:

- A. The City of Houston must be listed as an **additional insured** on the face of the Certificate, except those for Worker's Compensation and Employer's Liability.
- B. Each Policy must contain an endorsement to the effect that the **issuer waives any claim or right in the nature of subrogation** to recover against the City, its officers, agents or employees.
- C. The City of Houston must be included in the Insurer's Notification Requirement, which may be accomplished in one of the following ways:
  - 1. By the Contractor's Insurance Agent revising the standard cancellation clause to read substantially as follows (all handwritten strike-outs, additions, and changes to the original text, must all be initialed by the Insurance Agent authorized to make such changes): -

=====CANCELLATION=====

J. D.

OR MATERIALLY ALTERED OR NON-RENEWED

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION

J. D.

DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE OF SUCH CHANGE TO THE CERTIFICATE HOLDER NAMED (TO THE LEFT), BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND

J. D.

~~UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.~~

=====

AUTHORIZED REPRESENTATIVE OF INSURER

John Doe

=====

- OR -

- 2. By Attaching Endorsements in the form attached.

- D. Contractor shall require all subcontractors to carry insurance naming the City as an additional insured and meeting the all of the above requirements except as to amount. The amount shall be commensurate with the amount of the subcontract, but not in no case shall it be less than \$500,000 per occurrence.

Revised - 03/09/95

## **CERTIFICATE OF INSURANCE EXPLANATIONS**

1. Certificate must not be more than 30 days old.
2. Name and Address of Producer writing coverage.
3. Name of each insurance company providing coverage (as listed in Best's Key Rating Guide or on company's Certificate of Authority on file with Texas Department of Insurance). Each company must have a rating of B+ or better and a financial size category of VI or better according to Best's Key Rating Guide, Property & Casualty – United States, of insurance companies or have a Certificate of Authority to conduct insurance business in the State of Texas.
4. Name and address of Insured (as shown on policy)
5. Letter in the column must reference the insurer of the policy being described
6. Must be a policy number; no binders will be accepted
7. Date policy became effective
8. Expiration date must be at least **60** days from date of delivery of certificate
9. Name and file number of project
10. Name of project manager
11. Signature or facsimile signature of authorized representative of Producer (blue ink preferred)
- 12.** All required endorsements must accompany the certificate.

## **TE 0202A CANCELLATION PROVISION OR COVERAGE CHANGE ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM GARAGE COVERAGE FORM TRUCKER COVERAGE FORM**

This endorsement is a part of your policy. Except for the changes it makes, all other terms of the policy remain the same and apply to this endorsement. It is effective at the same time as your policy if issued with it. If issued at a later date the name, policy number and effective date must shown.

Issued by the **STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY** of Bloomington, Illinois, or the **STATE FARM FIRE AND CASUALTY COMPANY** of Bloomington, Illinois, or the **STATE FARM COUNTY MUTUAL INSURANCE COMPANY OF TEXAS** of Dallas, Texas, as shown by the company's name on the policy of which this endorsement is a part.

Named Insured: \_\_\_\_\_

Policy Number: \_\_\_\_\_

Effective Date: \_\_\_\_\_

Thirty (30) days before this policy is cancelled or materially changed to reduce or restrict coverage we will mail notice of the cancellation or change to:

**City of Houston, Finance and Administration Department, Strategic Purchasing Division,**  
**P.O. Box 1562, Houston, Texas 77251-1562**

(Enter Name and Address)

**TE 02 02A**

**FORM TE 02 02A – CANCELLATION PROVISION OR  
COVERAGE CHANGE ENDORSEMENT  
Texas Standard Automobile Endorsement  
Ed. Effective 11/87**

**\*\*\*\*\*SAMPLE\*\*\*\*\***

# **As Specified in Specimen Contract**

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

ISSUE DATE:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **TEXAS CHANGES – AMENDMENT OF CANCELLATION PROVISIONS OR COVERAGE CHANGE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.  
LIQUOR LIABILITY COVERAGE PART  
OWNERS AND CONTACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART.  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

### **SCHEDULE**

- |    |                                |  |
|----|--------------------------------|--|
| 1. | Name:                          | CITY OF HOUSTON  |
| 2. | Notice will be mailed to:      | FINANCE & ADMINISTRATION DEPT.<br>STRATEGIC PURCHASING DIVISION<br>P.O. BOX 1562<br>HOUSTON, TEXAS 77251 |
| 3. | number of days advance notice: | 30   |

**\*\*\*\*\*SAMPLE\*\*\*\*\***

**As Specified in Specimen Contract**

**TEXAS WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY MANUAL**

**Original Printing**  
**1994**

**Effective January 1,**

**TEXAS NOTICE OF MATERIAL CHANGE ENDORSEMENT**

This endorsement applies only to the insurance provided by the policy because Texas is shown in item 3.A of the information page.

In the event of cancellation or other material change of the policy, we will mail advance notice to the person or organization named in the Schedule. The number of days advance notice is shown in the Schedule.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

**SCHEDULE**

1. Number of days advance notice: 30 days
2. Notice will be mailed to:  
**CITY OF HOUSTON**  
FINANCE & ADMINISTRATION DEPT.  
STRATEGIC PURCHASING DIVISION  
P.O. BOX 1562  
HOUSTON, TEXAS 77251

**\*\*\*\*\*SAMPLE\*\*\*\*\***

**As Specified in Specimen Contract**

# SAMPLE FOR AWARD OVER \$15,000.00

## ACORD. CERTIFICATE OF INSURANCE

Issue Date (MM/DD/YY)

PRODUCER

ISSUERS OF POLICIES. THE ISSUER SHALL HAVE A RATING OF AT LEAST B + AND FINANCIAL SIZE OF CLASS VI OR BETTER ACCORDING TO THE CURRENT YEAR'S BEST RATING.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

### COMPANIES AFFORDING COVERAGE

COMPANY A

COMPANY B

COMPANY C

COMPANY D

COMPANY E

INSURED

SAMPLE FORM

### COVERAGE'S

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR.	TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION (MM/DD/YY)	POLICY LIMITS
A.	<b>General Liability</b> (X) Commercial General Liability Claims Made (X) Occur. Owners & Contractors Prot.			General Aggregate Products-Comp/Op Agg. Personal & Adv. Injury Each Occurrence Fire Damage (Any one fire) Med. Expense (Any one person)	\$1,000,000 \$1,000,000 \$1,000,000 \$ 500,000 \$ 50,000 \$ 5,000
A.	<b>Automobile Liability</b> (X) Any Auto (X) All Owned Autos ( ) Scheduled Autos ( ) Hired Autos ( ) Non-Owned Autos Garage Liability		Auto Liability Insurance for autos furnished or used in the course of performance of this Contract. Including Owned, Non-owned, and Hired Auto coverage. (Any Auto coverage may be substituted for Owned, Non-owned and Hired Auto Coverage.) If no autos are owned by Contractor, coverage may be limited to Non-owned and Hired Autos. If Owned Auto coverage cannot be purchased by Contractor, Scheduled Auto coverage may be substituted for Owned Auto coverage. EACH AUTO USED IN PERFORMANCE OF THIS CONTRACT SHALL BE COVERED IN THE LIMITS SPECIFIED.	Combined Single Limit Bodily Injury (Per person) Bodily Injury (Per Accident) Property Damage	\$1,000,000 \$ \$ \$
	<b>Excess Liability</b>			Each Occurrence Aggregate	\$ \$
	<b>Worker's Compensation and Employee Liability</b>	Statutory Limits	(X)	<b>Statutory Limits</b> Each Accident Disease - Policy Limit Disease - Each Employee	\$ 100,000 \$ 100,000 \$ 100,000
	<b>Other</b>				

DESCRIPTION OF OPERATION/LOCATIONS/VEHICLES/SPECIAL ITEMS

City of Houston is named as additional insured on Auto and General Liability policies, and Waiver of Subrogation on Auto, General Liability, and Worker's Compensation. Material alteration on cancellation notice as shown below.  
For (Project Name)

CERTIFICATE HOLDER

SHALL BE MODIFIED AS FOLLOWS: **CANCELLATION**  
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED NON-RENEWED OR MATERIALLY ALTERED BEFORE THE EXPIRATION DATE THEREOF. THE ISSUING COMPANY WILL MAIL THIRTY (30) DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. CITY OF HOUSTON/ FINANCE AND ADMINISTRATION

DEPARTMENT - PROCUREMENT SERVICES DIVISION

P.O. BOX 1562  
TEXAS 77251

AUTHORIZED REPRESENTATIVE

## EXHIBIT V

### **CITY OF HOUSTON FAIR CAMPAIGN ORDINANCE**

The City of Houston Fair Campaign Ordinance makes it unlawful for a Contractor to offer any contribution to a candidate for City elective office (including elected officers and officers-elect). All respondents to this invitation to bid must comply with Code of Ordinances Chapter 18 as amended relating to the contribution and solicitation of funds for election campaigns. Provisions of this ordinance are provided in part in the paragraphs that follow. Complete copies may be obtained from the office of the City Secretary.

Candidates for City of Houston may neither solicit nor receive contributions except during a period commencing 270 calendar days prior to an election date for which a person is a candidate for such office and ending 90 calendar days after the election date, including run off elections if such candidate is on the ballot.

Further, it shall be unlawful either for any person who submits a bid or proposal to contribute or offer any contribution to a candidate or for any candidate to solicit or accept any contribution from such person for a period commencing at the time of posting of the City Council Meeting Agenda including an item for the award of the Contract and ending upon the 30th day after the award of the Contract by City Council.

For the purposes of this Ordinance, a **Contract** is defined as each Contract having a value in excess of \$30,000 that is let by the City for professional services, personal services, or other goods or services of any other nature whether the Contract is awarded on a negotiated basis, request for proposal basis, competitive proposal basis or formal sealed competitive bids. The term **Contractor** includes proprietors of proprietorships, all partners of partnerships, (including limited liability partnerships and companies), all officers and directors of corporations (including limited liability corporations), and all holders of 10% or more of the outstanding shares of corporations.

**A STATEMENT DISCLOSING THE NAMES AND BUSINESS ADDRESSES EACH OF THOSE PERSONS WILL BE REQUIRED TO BE SUBMITTED WITH EACH BID OR PROPOSAL FOR A CITY CONTRACT.** Completion of the attached form entitled "**Contractor Submission List**" will satisfy this requirement. Failure to provide this information may be just cause for rejection of your bid or proposal.



**FORM A**  
**CONTRACTOR SUBMISSION LIST**  
**CITY OF HOUSTON FAIR CAMPAIGN ORDINANCE**

The City of Houston Fair Campaign Ordinance makes it unlawful for a Contractor to offer any contribution to a candidate-for City elective office (including elected officers-elect) during a certain period of time prior to and following the award of the Contract by the City Council. The term "Contractor" Includes proprietors of proprietorships, partners or joint ventures having an equity interest of 10 percent or more for the partnership or Joint venture, and officers, directors and holders of 10 percent or more of the outstanding shares of corporations. A statement disclosing the. names and business addresses of each of those persons will be required to be submitted with each bid or proposal for a City Contract. See Chapter 18 of the Code of Ordinances, , Texas, for further information.

This list is submitted under the provisions of Section 18-36(b) of the Code of Ordinances, , Texas, in connection with the attached proposal, submission or bid of:

Firm or Company Name: \_\_\_\_\_

Firm or Company Address: \_\_\_\_\_

**The firm/company is organized as a (Check one as applicable) and attach additional pages if needed to supply the required names and addresses:**

[ ] **SOLE PROPRIETORSHIP**

Name_____	_____
Proprietor	Address

[ ] **A PARTNERSHIP**

**List each partner having equity interest of 10% or more of partnership (if none state "none")**

Name_____	_____
Partner	Address

Name _____	_____
Partner	Address

[ ] **A CORPORATION**

**LIST ALL DIRECTORS OF THE CORPORATION (IF NONE STATE "NONE")**

Name_____	_____
Director	Address

Name_____	_____
Director	Address

Name _____	_____
Director	Address

**LIST ALL OFFICERS OF THE CORPORATION (IF NONE STATE NONE")**

Name \_\_\_\_\_  
Officer Address

Name \_\_\_\_\_  
Officer Address

Name \_\_\_\_\_  
Officer Address

**LIST ALL INDIVIDUALS OWNING 10% OR MORE OF OUTSTANDING SHARES OF STOCK OF THE CORPORATION (IF NONE STATE "NONE")**

Name \_\_\_\_\_  
Address

Name \_\_\_\_\_  
Address

Name \_\_\_\_\_  
Address

I certify that I am duly authorized to submit this list on behalf of the firm, that I am associated with the firm in the capacity noted below and that I have personal knowledge of the accuracy of the information provided herein.

Preparer \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

**Note:** This list constitutes a government record as defined by § 37.01 of the Texas Penal Code.

8/23/01

**EXHIBIT “ VI”**

**DRUG DETECTION AND DETERRENCE  
PROCEDURES FOR CONTRACTORS**

**CITY OF HOUSTON**  
**DRUG DETECTION AND DETERRENCE PROCEDURE**

- (a) It is the policy of the City to achieve a drug-free workforce and to provide a workplace that is free from the use of illegal drugs and alcohol. It is also the policy of the City that the manufacture, distribution, dispensation, possession, sale or use of illegal drugs or alcohol by contractors while on City premises is prohibited. By executing this Contract, Contractor represents and certifies that it meets and shall comply with all the requirements and procedures set forth in the Mayor's Policy on Drug Detection and Deterrence, City Council Motion No. 92-1971 ("Mayor's Policy") and the Mayor's Drug Detection and Deterrence Procedures for Contractors, Executive Order No. 1-31 ("Executive Order"), both of which are on file in the Office of the City Secretary.
- (b) Confirming its compliance with the Mayor's Policy and Executive Order, Contractor, as a condition precedent to City's obligations under this Contract, will have filed with the Contract Compliance Officer for Drug Testing ("CCODT"), prior to execution of this Contract by the City, (i) a copy of its drug-free workplace policy, (ii) the Drug Policy Compliance Agreement substantially in the format set forth in Attachment "A" to the Executive Order, together with a written designation of all safety impact positions, and (iii) if applicable (e.g. no safety impact positions), the Certification of No Safety Impact Positions, substantially in the format set forth in Attachment "C" to the Executive Order. If Contractor files written designation of safety impact positions with its Drug Policy Compliance Agreement, it also shall file every six (6) months during the performance of this Contract or upon the completion of this Contract if performance is less than six (6) months, a Drug Policy Compliance Declaration in a form substantially similar to Attachment "B" to the Executive Order. The Drug Policy Compliance Declaration shall be submitted to the CCODT within thirty days of completion of this Contract. The first six (6) month period shall begin to run on the date City issues its notice to proceed hereunder or if no notice to proceed is issued, on the first day Contractor begins work under this Contract.
- (c) Contractor shall have the continuing obligation to file with the CCODT written designations of safety impact positions and Drug Policy Compliance Declarations at anytime during the performance of this Contract that safety impact positions are added if initially no safety impact positions were designated. Contractor also shall have the continuing obligation to file updated designations of safety impact positions with the CCODT when additional safety impact positions are added to Contractor's employee work force.
- (d) The failure of Contractor to comply with the above Sections shall be a breach of this Contract entitling City to terminate in accordance with Article IV.

**DRUG POLICY COMPLIANCE AGREEMENT  
ATTACHMENT A**

I, \_\_\_\_\_ as an owner or officer of  
**(Name) (Print/Type) (Title)**  
\_\_\_\_\_  
**(Name of Company)** (Contractor)

have authority to bind Contractor with respect to its bid, offer or performance of any and all contracts it may enter into with the City of Houston; and that by making this Agreement, I affirm that the Contractor is aware of and by the time the contract is awarded will be bound by and agree to designate appropriate safety impact positions for company employee positions, and to comply with the following requirements before the City issues a notice to proceed.

1. Develop and implement a written Drug Free Workplace Policy and related drug testing procedures for the Contractor that meet the criteria and requirements established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Drug Policy) and the Mayor's Drug Detection and Deterrence Procedures for Contractors (Executive Order No. 1-31).
2. Obtain a facility to collect urine samples consistent with Health and Human Services (HHS) guidelines and a HHS certified drug testing laboratory to perform the drug tests.
3. Monitor and keep records of drug tests given and the results; and upon request from the City of Houston , provide confirmation of such testing and results.
4. Submit semi-annual Drug Policy Compliance Declarations.

I affirm on behalf of the Contractor that full compliance with the Mayor's Drug Policy and Executive Order No. 1-31 is a material condition of the contract with the City of Houston.

I further acknowledge that falsification, failure to comply with or failure to timely submit declarations and/or documentation in compliance with the Mayor's Drug Policy and/or Executive Order No. 1-31 will be considered a breach of the contract with the City and may result in non-award or termination of the contract by the City of Houston.

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Contractor Name**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Title**

## DRUG POLICY COMPLIANCE DECLARATION ATTACHMENT "B"

I, \_\_\_\_\_ as an owner or officer of  
(Name) (Print/Type) (Title)

\_\_\_\_\_  
(Name of Company) (Contractor)

have personal knowledge and full authority to make the following declarations:

This reporting period covers the preceding six months from \_\_\_\_\_ to \_\_\_\_\_, 19\_\_\_\_\_.

\_\_\_\_\_ A written Drug Free Workplace Policy has been implemented and employees notified. The policy  
**Initials** meets the criteria established by the Mayor's Amended Policy on Drug Detection and Deterrence  
(Mayor's Policy).

\_\_\_\_\_ Written drug testing procedures have been implemented in conformity with the Mayor's Drug **Initials**  
Detection and Deterrence Procedures for Contractors, Executive Order 1-31. Employees have  
been notified of such procedures.

\_\_\_\_\_ Collection/testing has been conducted in compliance with federal Health and Human Services **Initials**  
(HHS) guidelines.

\_\_\_\_\_ Appropriate safety impact positions have been designated for employee positions performing on **Initials**  
the City of Houston contract. The number of employees on safety impact positions during this  
reporting period is \_\_\_\_\_.

\_\_\_\_\_ From \_\_\_\_\_ to \_\_\_\_\_ the following testing has occurred:  
**Initials** (start date) (end date)

	<u>Random</u>	<u>Reasonable Suspicion</u>	<u>Post Accident</u>	<u>Total</u>
Number of Employees Tested	_____	_____	_____	_____
Number of Employees Positive	_____	_____	_____	_____
Percent Employees Positive	_____	_____	_____	_____

\_\_\_\_\_ Any employee who tested positive was immediately removed from the City worksite consistent **Initials**  
with the Mayor's Policy and Executive Order No. 1-31.

\_\_\_\_\_ I affirm that falsification or failure to submit this declaration timely in accordance with  
**Initials** established guidelines will be considered a breach of contract.

I declare under penalty of perjury that the affirmations made herein and all information contained in this  
declaration are within my personal knowledge and are true and correct.

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Contractor Name**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Title**

**Contractor's Certification Of No Safety Impact Positions  
In Performance Of A City Contract  
ATTACHMENT "C"**

I, \_\_\_\_\_  
**(Name) (Print/Type) (Title)**

as an owner or officer of \_\_\_\_\_  
(Contractor) have authority to bind the Contractor with respect to its bid, and I hereby certify that Contractor has no employee safety impact positions as defined in §5.18 of Executive Order No. 1-31 that will be involved in performing this City Contract. Contractor agrees and covenants that it shall immediately notify the City's Director of Personnel if any safety impact positions are established to provide services in performing this City Contract.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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**CONTRACTOR'S CERTIFICATION OF NON-APPLICATION OF  
CITY OF HOUSTON DRUG DETECTION AND DETERRENCE PROCEDURES  
FOR CONTRACTORS  
ATTACHMENT "D"**

I \_\_\_\_\_ as an owner or officer of  
**(NAME) (PRINT/TYPE)**

\_\_\_\_\_ (Contractor) have authority to bind the Contractor with respect to its bid, and I hereby certify that Contractor has fewer than fifteen (15) employees during any 20-week period during a calendar year and also certify that Contractor has no employee safety impact positions as defined in 5.18 of Executive Order No. 1-31 that will be involved in performing this City Contract. Safety impact position means a Contractor's employment position involving job duties that if performed with inattentiveness, errors in judgment, or diminished coordination, dexterity, or composure may result in mistakes that could present a real and/or imminent threat to the personal health or safety of the employee, co-workers, and/or the public.

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**CONTRACTOR'S NAME**

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**TITLE**

## **EXHIBIT “ VII”**

### **Anti-Collusion Statement**

The undersigned, as Proposer, certifies that the only person or parties interested in this proposal as principals are those named herein; that the Proposer has not, either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the award of this contract.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Proposer Signature



## EXHIBIT "VIII"

### **CITY OF HOUSTON CONTRACTOR OWNERSHIP DISCLOSURE ORDINANCE:**

City Council desires to know the identities of the owners of entities seeking to contract with the City in order to review their indebtedness to the City prior to entering contracts. Therefore, all respondents to this invitation to bid must comply with Houston Code of Ordinances Chapter 15, as amended (Section 15-4) relating to the disclosure of owners of entities bidding on, proposing for or receiving City contracts. Provisions of this ordinance are provided in part in the paragraphs that follow. Complete copies may be obtained from the office of the City Secretary.

For the purposes of Section 15-4, business entity means any individual, sole proprietorship, corporation, partnership, joint venture, limited liability company or partnership, or other entity.

Contracting entity means any business entity that bids, proposes, or otherwise seeks to enter into a contract with the City if the contract amount exceeds the limits set out in the Houston City Charter, currently at \$25,000.00.

A contracting entity must submit at the time of its bid or proposal, (or prior to entry into a City contract), an affidavit listing all of the persons owning 5% or more of the contracting entity. If any such owner is itself a non-individual business entity, the contracting entity must provide a list of the persons owning 5% or more such business entity. If the contracting entity is a non-profit corporation, it must submit an affidavit listing all of its directors in lieu of the affidavit listing owners.

Completion of the **"Affidavit of Ownership or Control"**, included herein, and submitted with the Official Bid or Proposal Form will satisfy this requirement. Failure to provide this information may be just cause for rejection of your bid or proposal.

STATE OF \_\_\_\_\_ §  
 COUNTY OF \_\_\_\_\_ §

# **AFFIDAVIT OF OWNERSHIP OR CONTROL**

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_ **[FULL NAME]** (hereafter "Affiant"),  
 \_\_\_\_\_ **[STATE TITLE/CAPACITY WITH CONTRACTING ENTITY]** of  
 \_\_\_\_\_ **[CONTRACTING ENTITY'S CORPORATE/LEGAL NAME]** ("Contracting Entity"), who being by me duly sworn on oath stated as follows:

1. Affiant is authorized to give this affidavit and has personal knowledge of the facts and matters herein stated.

2. Contracting Entity seeks to do business with the City in connection with \_\_\_\_\_ **[DESCRIBE PROJECT OR MATTER]**, which is expected to be in an amount that exceeds \$25,000.

3. The following information is submitted in connection with the proposal, submission or bid of Contracting Entity in connection with the above described project or matter.

4. Contracting Entity is organized as a business entity as noted below (check box as applicable).

## **FOR PROFIT ENTITY:**

- ☐ SOLE PROPRIETORSHIP
- ☐ CORPORATION
- ☐ PARTNERSHIP
- ☐ LIMITED PARTNERSHIP
- ☐ JOINT VENTURE
- ☐ LIMITED LIABILITY COMPANY
- ☐ OTHER (Specify type in space below)

## **NON-PROFIT ENTITY:**

- ☐ NON-PROFIT CORPORATION
- ☐ UNINCORPORATED ASSOCIATION

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

5. The information shown below is true and correct for the Contracting Entity and all owners of 5% or more of the Contracting Entity and, where the Contracting Entity is a non-profit entity, the required information has been shown for each officer. ***[NOTE: IN ALL CASES, USE FULL NAMES, LOCAL BUSINESS AND RESIDENCE ADDRESSES AND TELEPHONE NUMBERS. Do NOT USE POST OFFICE BOXES FOR ANY ADDRESS. INCLUSION OF E-MAIL ADDRESSES IS OPTIONAL, BUT RECOMMENDED. ATTACH ADDITIONAL SHEETS AS NEEDED.]***

**Contracting Entity**

Name: \_\_\_\_\_

Business Address ***[No./STREET]*** \_\_\_\_\_***[CITY/STATE/ZIP CODE]*** \_\_\_\_\_

Telephone Number

(\_\_\_\_)\_\_\_\_\_

Email Address ***[OPTIONAL]*** \_\_\_\_\_Residence Address ***[No./STREET]*** \_\_\_\_\_***[CITY/STATE/ZIP CODE]*** \_\_\_\_\_

Telephone Number (\_\_\_\_)\_\_\_\_\_

Email Address ***[OPTIONAL]*** \_\_\_\_\_**5% Owner(s)**

Name: \_\_\_\_\_

Business Address ***[No./STREET]*** \_\_\_\_\_***[CITY/STATE/ZIP CODE]*** \_\_\_\_\_

Telephone Number (\_\_\_\_)\_\_\_\_\_

Email Address ***[OPTIONAL]*** \_\_\_\_\_Residence Address ***[No./STREET]*** \_\_\_\_\_***[CITY/STATE/ZIP CODE]*** \_\_\_\_\_

Telephone Number (\_\_\_\_)\_\_\_\_\_

Email Address ***[OPTIONAL]*** \_\_\_\_\_

Orig. Dept.: \_\_\_\_\_

File/I.D. No.: \_\_\_\_\_

6. Optional Information

Contracting Entity and/or \_\_\_\_\_ **[NAME OF OWNER OR NON-PROFIT OFFICER]** is actively protesting, challenging or appealing the accuracy and/or amount of taxes levied against \_\_\_\_\_ **[CONTRACTING ENTITY, OWNER OR NON-PROFIT OFFICER]** as follows:

Name of Debtor: \_\_\_\_\_

Tax Account Nos. \_\_\_\_\_

Case or File Nos. \_\_\_\_\_

Attorney/Agent Name \_\_\_\_\_

Attorney/Agent Phone No. (\_\_\_\_\_) \_\_\_\_\_

Tax Years \_\_\_\_\_

Status of Appeal **[DESCRIBE]** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Affiant certifies that he or she is duly authorized to submit the above information on behalf of the Contracting Entity, that Affiant is associated with the Contracting Entity in the capacity noted above and has personal knowledge of the accuracy of the information provided herein, and that the information provided herein is true and correct to the best of Affiant's knowledge and belief.

\_\_\_\_\_  
Affiant

SWORN TO AND SUBSCRIBED before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

(Seal)

\_\_\_\_\_  
Notary Public

**NOTE:**

This affidavit constitutes a government record as defined by Section 37.01 of the Texas Penal Code. Submission of a false government record is punishable as provided in Section 37.10 of the Texas Penal Code. Attach additional pages if needed to supply the required names and addresses.